

EVALUATION AGREEMENT – MDS Data

This is an agreement between MapData Services Pty Ltd (MDS) and and the following organisation ("Client"):

Company Name: _____
ABN: _____
Address: _____

With regard to the products and or services listed below:

Product(s) and/or Service(s): _____

Data Format: _____

Delivery method (please tick): DVD FTP

Evaluation is to conclude no later than **30 days** from the effective date.

Effective Date: _____

MDS and the Client agree as follows:

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| <ol style="list-style-type: none"> 1. MDS product or service shall mean all information proprietary to MDS past, present or future research, development or business activities, including, but not limited to: documents provided by MDS to the Client and any material created by the Client which embody such MDS Confidential Information. 2. Where such MDS product or service contains confidential information and is represented as a part or whole of the evaluation product or service granted by MDS, the Client shall hold in trust and confidence all said information and not disclose to any party such information or use the product or service for any purpose other than those outlined above. The Client shall not make any copies of MDS' product or service or disclose any MDS confidential information, or any part of the evaluation product or service without permission from MDS. 3. MDS and the Client agree that they will not disclose the terms and conditions and subject matter of this agreement without the written consent of the other party. 4. MDS will charge and the Client agrees to pay prior to receipt of the evaluation materials a single fee of N/A which is not refundable. In the event of purchase of the product being evaluated, the fee will be deducted from the purchase price in full. 5. The Client shall maintain adequate procedures to prevent loss of any evaluation materials, including but not limited to MDS Confidential Information. In the event of any such loss, the Client shall notify MDS immediately, in writing. 6. The Client shall return all evaluation material and delete the evaluation material and any derivatives of the evaluation material at the end of the evaluation period as stipulated above, unless said period is extended by MDS. Should the Client fail to return or delete the evaluation material, the Client | <p>will be invoiced at the Recommended Retail Price of said materials, including transport costs and any other sundry costs as associated with their provision less the Evaluation fee as outlined in 4 above. Any information which by virtue of its nature cannot be returned must be destroyed and so certified by the Client.</p> <ol style="list-style-type: none"> 7. The Client shall contact MDS prior to the return of the evaluation materials and provide instructions on carrier details and timing of the evaluation material. 8. The Client agrees to remove the evaluation material from their systems when the Evaluation Period expires and will notify MDS of this. <p>An authorised representative of the Client is requested to indicate acceptance of the terms of this agreement by signing below. Please return one (1) copy of this agreement to MDS.</p> <p>_____</p> <p>Authorised Client Signature</p> <p>Name: _____</p> <p>Position: _____</p> <p>Date: _____</p> <p>on behalf of</p> <p>Organisation: _____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> |
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